

EXHIBIT F

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

07/19/10

HITOSHI INOUE

3735 COFFEY LN

SANTA ROSA CA 95403

RE: Account Number 0654401924
Property Address 3735 COFFEY LANE
SANTA ROSA CA 95403

Dear HITOSHI INOUE

In the process of reviewing your request for assistance, we found the documentation you submitted to support your financial hardship is incomplete. In order to allow us to continue to evaluate your request, please provide the documents required below no later than 08/03/10. If we do not receive the required documents by the date indicated, we will consider that you have withdrawn your request for assistance (or if you are in a trial period plan, we will terminate the trial period plan), and we may then resume other means to collect any amount due on the account.

Please note also that we recognize that you may have previously attempted to submit some or all of this required information; however, the documentation we received was either inaccurate, incomplete, unsigned, or is now aged. We appreciate your patience and cooperation in submitting this required documentation.

- ☐ Completed and signed financial and hardship affidavit statement. You may obtain a copy of this form on our website or by contacting a representative at our phone number listed below.
- ☐ Copies of most recent pay stub(s) for .
- ☐ Secondary income was disclosed on your financial form. Additional information is required from . We require the same documented proof of income for all secondary sources as you would have provided for the primary.
- ☐ Other Earned Income: Bonus, commission, fee, housing allowance, tips and/or overtime requires a written statement from the source of the other earned income, verifying the income including the likelihood of continuation.

07/19/10
Account Number: 0654401924
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- ☒ **Self Employed:** A Profit & Loss statement for a minimum of the last three months documenting business income and expenses.
- ☐ **Benefit Income:** Social Security, disability, death benefits, pension or severance income requires a copy of benefits statement or letter from the provider stating the amount and frequency of the benefit, AND copies of two most-recent bank statements or other documentation. Note: showing receipt of the benefit income. Bank statements cannot be more than 90 days old.
- ☐ **Alimony or Child Support:** Copy of divorce decree, separation agreement or other legal written agreement filed with the court showing the amount of the award and time period over which it will be received AND copies of the two most-recent bank statements or Note: other documentation showing receipt of the benefit. Note: bank statements cannot be more than 90 days old.
- ☐ **Rental Income from Investment Property:** Copy of the most-recent federal tax return, including Schedule E-Supplemental Income and Loss, AND a copy of the rental or lease agreement.
- ☐ **Unemployment or Public Assistance:** Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit income AND copies of the two most-recent bank statements or other documentation showing receipt of the benefit. Note: Bank statements cannot be more than 90 days old.
- ☐ **Additional Income Source:** If you have additional income of a type not specified above, a signed letter is required from the person(s) who contributes the income showing the amount and frequency of the income. This would include the situation where a room in the primary residence is rented to another person.
- ☐ Signed and dated copy of the IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both joint filers. Note: This form is required even if you have not filed or are not required to file tax returns.
- ☐ Copy of a utility, phone or cable bill is required for validating current occupancy.
- ☐ Copies of recorded documents showing a Title Transfer has taken place. This includes copy of a Quit Claim Deed, Inter Spousal Deed Transfer or Death Certificate, as applicable.
- ☐

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Account Number: 0654401924

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To be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to any scheduled foreclosure sale date. We will not refer your account to foreclosure or conduct the foreclosure sale, if already referred, while your account is being reviewed for the Making Home Affordable program and the review will not begin until all required documentation is received. Please return the missing items to the address as listed below or fax to 1-866-709-4744.

If you have any questions or need to discuss these requirements please contact us at 888-714-4622. Hours of operation are Monday through Thursday 7:00 AM - 11:00 PM CT, Friday 7:00 AM - 6:00 PM CT and Saturday 8:00 AM - 12:00 PM CT. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

Loss Mitigation Department
Loan Servicing

4:60

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

EXHIBIT G

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Hitoshi Inoue: Account #: 0854401924
Prepared: 7/20/2010

Lic engineering
Detail Profit and Loss Statement
Year (April 19-2010) - to-date (July 19-2010)

Income	
LD-Driver Sales LD-XXXX/QCW (Half Down Payment)	8,185
CO2 Laser Power Supply Sales (Half Down Payment)	5,600
Total Income	13,785
<u>See attached bank statement for details.</u>	
Expense	
Components Purchase	~1,800
Utility	130
Internet	50
Website Maintenance	0
Telephone	30
Bank Service/Credit Cards Interest	330
	Paid (\$4,000 for principal balance of two credit cards.)
Office Supply/Tools	0
Car Expenses	230
Expense for business use of my home	840
Regal/Professional Fee	0
Advertise	0
Postage/Freight	0
Total Expense	3,410
Net Profit	10,375
<u>*1): See attached two credit cards statements. After this month, credit card interest will become much low.</u>	

**Lic engineering
Detail Profit and Loss Statement
Year (Jan. 1-2010) - to-date (June 5-2010)**

Income	
Power Supply Design GRN-1200	15,000
LD-Driver Sales LD-XXXX/QCW	7,500
CO2 Laser Power Supply Sales	5,600
LD-Driver Sales LD-XXXX/QCW	8,200
Total Income	36,300
Expense	
Components Purchase	3,700
Utility	540
Internet	360
Website Maintenance	860
Telephone	240
Bank Service/Card Interest	1,480
Office Supply/Tools	240
Car Expenses	330
Travel	
Regal/Professional Fee	1,400
Advertise	
Postage/Freight	
Total Expense	9,150
Net Profit	27,150

Hitoshi Inoue
Act# : 0654401924

**Lic engineering
Detail Profit and Loss Statement
Year (May 2-2010) - to-date (July 2-2010) Rev1.1**

Income	
LD-Driver Sales LD-XXXX/QCW (Half Down Payment)	8,185
CO2 Laser Power Supply Sales (Half Down Payment)	5,600
Total Income	13,785
<u>See attached bank statement for details.</u>	
Expense	
Components Purchase	~1,500
Utility	130
Internet	60
Website Maintenance	0
Telephone	30
Bank Service/Credit Cards Interest	330
	(Paid \$4,000 for principal balance of two credit cards.)
Office Supply/Tools	0
Car Expenses	230
Expense for business use of my home	840
Regal/Professional Fee	0
Advertise	0
Postage/Freight	0
Total Expense	3,110
Net Profit	10,675
<u>*1): See attached two credit cards statements. After this month, credit card interest will become much low. This is all credit cards I have.</u>	

EXHIBIT H

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
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GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

07/30/10

HITOSHI INOUE

3735 COFFEY LN

SANTA ROSA CA 95403

RE: Account Number 0654401924
Property Address 3735 COFFEY LANE
SANTA ROSA CA 95403

Dear HITOSHI INOUE

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

☐ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.

☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.

☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.

☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.

☐ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

07/30/10
Account Number 0654401924
Page Three

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by GMAC Mortgage, LLC is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services, LLC
Address: P.O. Box 740241, Atlanta, GA 30374-0241
Telephone number: 800-685-1111 www.equifax.com

If you have any questions regarding this notice, you should contact:

Creditor's name: GMAC Mortgage, LLC
Creditor's address: PO Box 780 Waterloo IA 50704-0780
Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

5:25

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Account Number 0654401924
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- ☐ The payment we received does not represent the correct amount as specified in the agreement.
- ☐ The required payment was not received by the payment due date as specified in the agreement.
- ☐ We have not received the properly signed and executed agreement.
- ☐ You did not meet the requirement(s) for the Home Affordable Unemployment Program.
- ☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.
- ☒ HAMP Program denied due to insufficient income.
- ☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HBLP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 888-714-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department
Loan Servicing

Residents of North Carolina: If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, www.nccob.gov.

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

EXHIBIT I

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Page 1 of 2

RECORDING REQUESTED BY
ETS Services, LLC

AND WHEN RECORDED MAIL TO:
ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

T.S. No. GM-248260-C
Loan No. 0654401924



SPL EXPRESS INC
08/20/2010 08:45 NTTS
RECORDING FEE: \$16.00
PAID

2010069754

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

2 PGS



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE 33-80138339

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 4/19/2003. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state, will be held by the duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to satisfy the obligation secured by said Deed of Trust. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein.

TRUSTOR: HITOSHI INOUE

Recorded 5/7/2003 as Instrument No. 2003092480 in Book , page of
Official Records in the office of the Recorder of Sonoma County, California,
Date of Sale: 9/13/2010 at 10:00 AM
Place of Sale: In the Plaza at Fremont Park located at 860 Fifth Street, Santa Rosa, CA 95401

Property Address is purported to be: 3735 COFFEY LANE
SANTA ROSA, CA 95403

APN #: 058-032-016

The total amount secured by said instrument as of the time of initial publication of this notice is **\$244,172.00**, which includes the total amount of the unpaid balance (including accrued and unpaid interest) and reasonable estimated costs, expenses, and advances at the time of initial publication of this notice.

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

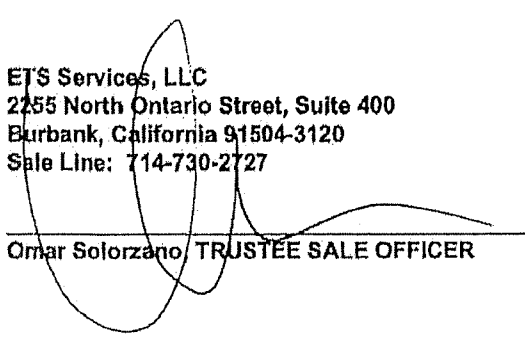
- [1] The mortgage loan servicer has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed;
- [2] The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or 2923.55.

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T.S. No. GM-248260-C
Loan No. 0654401924

Date: 8/19/2010

ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120
Sale Line: 714-730-2727



Omar Solorzano TRUSTEE SALE OFFICER

EXHIBIT J

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

FAX COVER SHEET (This page should be returned to us with your completed financial analysis form)
 PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE

To: Loss Mitigation From: <u>Hiroshi Inoue</u> Fax to: 1-866-709-4744	Account Number(s) <u>0654401924</u> or mail to: Loss Mitigation 233 Gibraltar Road Suite 600 Horsham PA 19044
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All of the following information must be completed and returned to determine eligibility:

- Financial Analysis Form (Enclosed)
- A copy of the most recently filed signed federal income tax return, including all schedules and forms, for each borrower
- A signed and dated copy of IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower -- (Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers.) (Enclosed)
- Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.
- Documentation to verify expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. Please see the chart below.

For each borrower who is paid by an employer:	<input type="checkbox"/> Copy of the two most recent pay stubs from your employer <i>including year-to-date information</i> . Pay stubs or other documentation that shows year-to-date income must be submitted. Pay stubs cannot be more than 90 days old. If hired within the fiscal year of 2009, please include your employment start date.
Other earned income (e.g. bonus, commission, fee, housing allowance, tips, and/or overtime)	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (e.g. an employment contract and/or printouts documenting tip income)
For each borrower who is self-employed:	<input checked="" type="checkbox"/> Copy of the most recent quarterly or year-to-date profit and loss statement
For each borrower who has benefit income such as Social Security, disability, death benefits, or pension:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit, AND <input type="checkbox"/> Copies of the two most recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who has income such as unemployment or public assistance:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Such benefit must continue for at least 9 months to be considered qualifying income. <input type="checkbox"/> Copies of the two most recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who is relying on alimony or child support as qualifying income:	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received, AND <input type="checkbox"/> Copies of the two most recent bank statements or other documentation showing receipt of alimony or child support. Bank statements cannot be over 90 days old.
For each borrower who has rental income from an investment property:	<input type="checkbox"/> Copy of the most recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. If the subject property, on which the modification is being requested, is not your primary residence, please include the following: <input type="checkbox"/> Copy of the current lease agreement for this property
For each borrower who has income not specified above:	<input type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. This would include situations where the borrower rents a room of his or her primary residence to another person.

For borrower(s) whose property requires Homeowners or Condominium Dues:	<input type="checkbox"/> A letter or billing statement from the Homeowners or Condominium Association or Co Op showing the amount and frequency of dues.
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If you want to sell this property, please also include:

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD-1), if available
- ☐ Signed Third Party Authorization Form

FINANCIAL ANALYSIS FORM

Account Number 0654401924

Borrower's Name HITOSHI INOUE		Co-Borrower's Name	
Social Security Number 557-81-8173	Date of Birth Feb. 14, 1951	Social Security Number	Date of Birth
Home Phone Number With Area Code (707) 526 3905		Home Phone Number With Area Code	
Cell or Work Number With Area Code (707) 575 8821		Cell or Work Number With Area Code	
Email Address hito@icengine.com		Email Address	
Mailing Address 3735 Coffey Ln. Santa Rosa, CA 95403			
Property Address (If Same As Mailing Address, Write Same) 3735 Coffey Ln. Santa Rosa, CA 95403			
I want to: <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property		The property is my: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment	
The property is: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant <input type="checkbox"/> If Owner Occupied, include a recent utility bill in your memo at the property address.			
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Agent's Name: _____ Agent's Phone Number: _____ Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of offer: _____ Amount of Offer: \$ _____		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please complete counselor contact information below: Counselor's Name: _____ Counselor's Phone Number: _____ Counselor's Email: _____	
Who pays the Rent/Estate Tax bill on your property? Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Condominium or HOA Fee <input type="checkbox"/> Yes \$ _____ <input checked="" type="checkbox"/> No Paid to: _____		Who pays the hazard insurance policy for your property? myself Is the policy current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Number of People in the Household 2			
Have you filed for bankruptcy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bankruptcy Case Number: _____			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers. Lien Holder's Name/Service: _____ Balance: _____ Contact Number: _____ Loan Number: _____			

INFORMATION FOR GOVERNMENT MONITORING PURPOSES			
The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.			
BORROWER	<input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input checked="" type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male

FINANCIAL ANALYSIS FORM (Continued)

Account Number **0654401924**

1 - Monthly Household Income		2 - Monthly Household Assets		3 - Monthly Household Expenses/Debt	
Borrower 1	Borrower 2	Estimated Value of this property	\$ 450,000	First Mortgage Payment	\$ 2,050
Employed Unemployed	Employed Unemployed	Estimated Value of Other Real Estate Owned	\$	Alimony Payment	\$ 0
Income Frequency: 1 Annually 2 Semi-Annually 3 Monthly 4 Bi-weekly 5 1 st & 15 th / 1 st & 20 th 6 Per Job	Income Frequency: 1 Annually 2 Semi-Annually 3 Monthly 4 Bi-weekly 5 1 st & 15 th / 1 st & 20 th 6 Per Job	Checking Account(s) Balance	\$ 19,850	Child Support Payment	\$ 0
		Investing Account(s) Balance	\$	Dependent Care Payment	\$ 0
		Market Holdings	\$	Lien(s)/Rent	\$ 0
		Life Insurance Cash Value	\$	Other Mortgage(s)	\$ 120
		IRA/Keogh Account(s) Balance	\$	Personal Loans/Student Loans	\$ 0
		401K/ESOP Account(s) Balance	\$	Auto Loans	\$ 0
		Stocks/Bonds/CDs/Balances	\$	Auto Expenses	\$ 50
Self-employed		Other Investments	\$	Auto Insurance	\$ 40
Overhead				Marathon Expenses	\$ 50
Child Support Income/Alimony Income*				Medical Insurance	\$ 100
Social Security/SSDI				HOA/Condo Fees	\$ 0
Other monthly income from pension, annuity or retirement plans				Credit Card(s) / Installment Loans	\$ 230
Tips, commissions, and/or bonus income				Food/Household Supplies	\$ 600
Rental income from investment property				Spending Money	\$
Rental income from room rent of primary residence				Utilities/Water/Sewer/Phone(s)/Cable	\$ 160
Unemployment Income				Donations	\$
Food Stamp/Welfare				Property Taxes (if not escrowed and included in your current mortgage payment)	\$ 0
Other (Investment, Income, royalties, interest, dividends, etc.)				Insurance - Fire, wind, flood etc (if not escrowed and included in your current mortgage payment)	\$ 57
				Other	\$
Total Income (Gross)	\$ 9,250	Total Assets	\$ 469,850	Total Debt/Expenses	\$ 9,657

ALL INCOME MUST BE DOCUMENTED
 * If you include income from a borrower that is not a borrower, please specify (e.g., spouse, parent, etc.)
 * You are not required to disclose Child Support, Alimony, or Spousal Maintenance Income, unless you agree to have it considered by your lender.
 (Child Support, Alimony, or Spousal Maintenance Income is not included in the calculation of the debt-to-income ratio.)

HARDSHIP AFFIDAVIT

You are having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):

<input type="checkbox"/> Borrower Death	<input checked="" type="checkbox"/> Reduction of Income	<input type="checkbox"/> Military Service	<input type="checkbox"/> Payment Adjustment
<input type="checkbox"/> Illness of Borrower	<input type="checkbox"/> Excessive Financial Obligations (Examples may be large medical bills, credit card debt, or college tuition payments)	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Ownership Transfer is Pending (if the home is in the process of being sold)
<input type="checkbox"/> Illness of Family Member	<input type="checkbox"/> Property Problem (Anything that may be defective about the property such as a costly repair that needs to be made)	<input type="checkbox"/> Business Failure (Examples would be loss of business income)	<input type="checkbox"/> Tenant not Paying
<input type="checkbox"/> Death of Family Member	<input type="checkbox"/> Inability to Sell Property	<input type="checkbox"/> Bankruptcy Filed	<input type="checkbox"/> Incarceration (Sentenced in a city, county, state, or federal jail)
<input type="checkbox"/> Marital Difficulties (Examples include going through a legal separation or filing for divorce)	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Casualty Loss (Unexpected event such as hurricane, flood, or earthquake that damages the property)	

☐ Other:
 Explanation (Required):

If additional space is needed for Explanation, please include an additional page.

Exhibit A - Self-Employed Profit and Loss Statement (Profit and Loss Form)

This form may be used if you are self-employed or a 1099 wage earner only.

BORROWER'S NAME Hiroshi Inoue **Account Number** 0654401924

For each borrower who is self-employed a Profit and Loss Statement is required for each business. If borrower has more than one business, we require a Profit and Loss Form for each business. The example document may be used to supply the required information.

Month and Year must be indicated. Use most recent consecutive months.	Month 1 Month <u>JUNE</u> Year <u>2010</u>	Month 2 Month <u>JULY</u> Year <u>2010</u>	Month 3 Month <u>AUG</u> Year <u>2010</u>
Sales	\$ <u>4,100</u>	\$ <u>5,100</u>	\$ <u>5,500</u>
Cost of Goods Sold	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Gross Profit	\$ <u>4,100</u>	\$ <u>5,100</u>	\$ <u>5,500</u>
Advertising	\$ <u>2.5</u>	\$ <u>2.5</u>	\$ <u>2.5</u>
Amortization	\$	\$	\$
Auto Expenses	\$ <u>40</u>	\$ <u>30</u>	\$ <u>50</u>
Bank Charges	\$ <u>50</u>	\$ <u>30</u>	\$ <u>30</u>
Depreciation	\$	\$	\$
Dues & Subscriptions	\$	\$	\$
Employee Benefits	\$	\$	\$
Insurance	\$	\$	\$
Interest	\$ <u>240</u>	\$ <u>240</u>	\$ <u>240</u>
Office Expenses	\$	\$	\$
Payroll Taxes	\$	\$	\$
Rent	\$	\$	\$
Repairs & Maintenance	\$	\$	\$
Salaries & Wages	\$	\$	\$
Supplies	\$ <u>480</u>	\$ <u>740</u>	\$ <u>970</u>
Taxes & Licenses	\$	\$	\$
Telephone	\$ <u>70</u>	\$ <u>70</u>	\$ <u>60</u>
Utilities	\$ <u>30</u>	\$ <u>40</u>	\$ <u>40</u>
Other	\$	\$	\$
Total Operating Expenses	\$ <u>970</u>	\$ <u>1,175</u>	\$ <u>1,415</u>
Net Profit Before Taxes	\$ <u>3,130</u>	\$ <u>3,925</u>	\$ <u>4,085</u>
Income Taxes	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

Exhibit B - Investment Property Schedule

BORROWER'S NAME _____ **Account Number** _____

For each borrower who receives rental income from an investment property an Investment Property Schedule is required. If additional space is needed, please include an additional page.

Property Number	Property Street Address	Property City, State, and Zip Code	Number of Units (1, 2, 3, 4, or 5+)	Status Circle All That Apply R - Rented V - Vacant PS - Pending Sale F - In Foreclosure	Gross Monthly Rental Income	Monthly Mortgage Payment (excluding taxes and insurance)	Monthly Insurance and Taxes	Monthly HOA/Condo Dues (if applicable)
Primary Residence				R V PS F	\$	\$	\$	\$
2				R V PS F	\$	\$	\$	\$
3				R V PS F	\$	\$	\$	\$
4				R V PS F	\$	\$	\$	\$
5				R V PS F	\$	\$	\$	\$
6				R V PS F	\$	\$	\$	\$
7				R V PS F	\$	\$	\$	\$
8				R V PS F	\$	\$	\$	\$
9				R V PS F	\$	\$	\$	\$
10				R V PS F	\$	\$	\$	\$
					\$	\$	\$	\$

4506T-EZ Form (October 2009) Department of the Treasury Internal Revenue Service	Short Form Request for Individual Tax Return Transcript Request may not be processed if the form is incomplete or illegible.	OMB No. 1545-2154
Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.		
1a Name shown on tax return. If a joint return, enter the name shown first. <div style="font-family: cursive; font-size: 1.2em;">Hitoshi Inoue</div>		1b First social security number on tax return <div style="font-family: cursive; font-size: 1.2em;">557 81 8173</div>
2a If a joint return, enter spouse's name shown on tax return.		2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code <div style="font-family: cursive; font-size: 1.2em;">3735 Coffey Ln. Santa Rosa, CA 95403</div>		
4 Previous address shown on the last return filed if different from line 3		
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.		
Third party name <div style="font-family: cursive; font-size: 1.2em;">GMAC Mortgage</div>		Telephone number <div style="font-family: cursive; font-size: 1.2em;">1-800-766-4622</div>
Address (including apt., room, or suite no.), city, state, and ZIP code		
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days. <div style="display: flex; justify-content: space-around; font-family: cursive; font-size: 1.2em;"> 2009 2008 2007 2006 </div>		
Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.		
Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.		
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.		
Note. This form must be received within 60 days of signature date.		
Sign Here	<div style="font-family: cursive; font-size: 1.5em;">Hitoshi Inoue</div> Signature (see instructions)	<div style="font-family: cursive; font-size: 1.2em;">8/26/10</div> Date
	Spouse's signature	Date
		Telephone number of taxpayer on line 1a or 2a <div style="font-family: cursive; font-size: 1.2em;">(707) 526 3905</div>
For Privacy Act and Paperwork Reduction Act Notice, see page 2.		Cat. No. 541858 Form 4506T-EZ (10-2010)

AC KNOWLEDGEMENT AND AGREEMENT

Account Number _____

In making this request for consideration to review my loan terms I/we certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we are willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 I/we agree that to be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to the scheduled foreclosure sale date. If the property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.
- 14 I/we understand the Servicer will not refer the account to foreclosure or conduct the foreclosure sale if already referred, while it is being reviewed for the Making Home Affordable program unless required by your investor. The review will not begin until all required documentation is received.
- 15 ☐ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.
☐ My/Our property is not owner occupied.

Borrower Signature

Date

Co-Borrower Signature

Date



Please be aware we will not be able to process your request until all parts of the application have been completed and all supporting documentation has been supplied.

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

1-888-995-HOPE
The Homeowner's HOPE Hotline

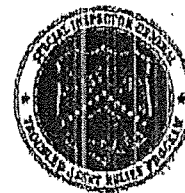
NOTICE TO BORROWERS

Be advised that you are signing this following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-810-2009 (toll-free), 202-622-4880 (fax), or www.sigterp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.





CONSULTANT AGREEMENT

This agreement made this August 25th 2010 by and between Hitoshi Inoue, (hereinafter referred to as "Consultant") and Technical-Link North America. With its principle place of business located 2756 N. Green Valley Pkwy Suite 209 Henderson, NV 89014 (hereinafter referred to as "Technical-Link")

Whereas, Technical-Link participates in the business of assigning consultants to perform services on a temporary basis to third-party businesses (hereinafter referred to collectively as "Clients" or individually as "Client");

Whereas, Consultant desires to be assigned on a temporary basis by Technical-Link with one or more of these clients, now, therefore in consideration of the mutual covenants contained herein, the parties agree to the following:

1. Consultant agrees to submit a completed and signed Technical-Link time sheet each week approved and signed by an Authorized Client representative. Consultant agrees to report all hours worked, including all overtime hours and agrees not to work overtime unless the Client has authorized it. A Technical-Link representative will provide all Consultants with the correct procedures and instructions for the submission of timesheet and the reporting of hours. Consultant agrees that wages cannot be paid until a correctly signed timesheet has been provided to Technical-Link.
2. If Consultant fails to work on any day or any part thereof, for any reason whatsoever, he/she will not be entitled to any compensation for the time not worked.
3. Consultant shall provide Technical-Link five (5) days notice of intent to terminate any temporary assignment with Technical-Link. Consultant understands that the length of any assignment may be terminated at will by the Client. Accordingly, no advanced notice of termination of an assignment from the Client or from Technical-Link is required. It should be remembered that subject to the aforementioned notice provisions applicable to the Consultant, employment is at the mutual consent of the Consultant and Technical-Link. Consequently, either Consultant or Technical-Link may terminate the employment relationship at will, at any time, with or without cause or advance notice.
4. Consultant understands that he/she shall be an independent contractor of Technical-Link while on any assignment and shall be responsible to advise Technical-Link of any problems, complaints, legal issues, or questions that Consultant has concerning his/her employment, status or work treatment while on any such assignment. The Consultant shall remain a Consultant of Technical-Link at all times and acknowledges and agrees that he/she is not an employee of any Client and is not entitled to any Client benefits, guarantees or other rights of Client's employees (whether expressly granted or arising by operation of law), including, but not limited to, group insurance, liability insurance, disability insurance, sick leave or other leave, paid vacations, stock options or other ownership or bonus plans, retirement plans, premium overtime pay, or health plans. Consultant expressly waives any rights, claim, or entitlement to Client benefits.
5. Consultant agrees to report immediately to Technical-Link any accident or injury that Consultant incurs while engaged in the Client's business or on the Client's property.
6. For a period of six (6) months following termination of his/her last Technical-Link assignment with the Client, Consultant shall not accept any employment with or agree to provide services, whether directly or indirectly through another third party to any Client organization for which he/she has been assigned by Technical-Link. Consultant acknowledges that Technical-Link shall have the right to enforce this contract as well as recover damages jointly and severally from the Consultant and any third parties associated with any violation of this paragraph. *N/A - Jeff Anderson*
7. Technical-Link has the exclusive responsibility and authority to negotiate with Clients regarding the rate at which services are to be performed. Consultant understands that pay rates involve sensitive and confidential information. Accordingly, Consultant hereby agrees not to divulge his/her payment rate to or discuss any other related payment rates with any Client, employee, manager, other Consultant, or third party.
8. This agreement constitutes the entire agreement between Technical-Link and Consultant with respect to the subject matter therefore. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

This agreement may be altered, varied, revised, amended or otherwise modified only in writing signed by both Technical-Link and the Consultant. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Nevada.

9. Consultant agrees that he/she shall hold in strictest confidence and not disclose to any third parties confidential information acquired concerning Technical-Link or Client(s) of Technical-Link which shall include without limitation, information relating to research, development, trade secrets or business affairs, but shall not include information known prior to this Agreement or readily ascertainable by a person of ordinary skill in the assigned area of technical expertise. Client shall have sole ownership as works made-for-hire of all inventions, materials, and ideas embodied therein resulting from the services of the Consultant. Furthermore, Consultant shall not divulge or utilize confidential or proprietary knowledge gained from any third party during the course of his/her assignment without the third party's written consent. Technical-Link assumes no responsibility for the use or disclosure of Client's confidential or proprietary information. Consultant will be personally and individually liable for any violation of this paragraph. Consultant agrees to sign appropriate agreements with Technical-Link and Client(s) consistent with the contents of this paragraph.
10. Pursuant to the Immigration Reform and Control Act of 1986, Consultant is required to verify authorization to work in the United States. Consultant agrees to complete all required forms (i.e. I-9) and furnish all required verification documents to Technical-Link within five business days of the Consultant's start date.
11. If any of the terms or conditions of this Agreement shall be found illegal and/or unenforceable, then, notwithstanding that determination, the remainder of this Agreement shall remain in full force and effect and such illegal and/or unenforceable terms and conditions shall be deemed stricken.
12. Consultant understands that and agrees that Technical-Link does not offer or provide health, dental or life insurance to Consultant.
13. Compensation. Consultant shall be paid at the rate of \$65.00 per hour for all services rendered. The Consultant shall be paid at the rate of \$97.50 per hour for all overtime services rendered.
14. Taxes. The relationship by and between the Consultant and Technical-Link shall be that of an Employee / Employer. Technical-Link shall be solely responsible for withholding Consultants state and federal income, disability, and social security taxes, as applicable.

This assignment is at: Client Company Name: Qualcomm Incorporated

Address: 2551 Junction Ave, San Jose, CA, 95134 Phone: 408-546-2600

Client Manager: Eyran Gouevy Position: Embedded Software Engineer

Start Date: August 30th 2010 Normal Hours of Work: TBA

Consultant, By signing below Signifies that Consultant has read this Agreement, understands its provisions, and freely and voluntarily agrees to the terms as stated herein.

Mitsuo Inoue
CONSULTANT SIGNATURE

MITOSHI INOUE
PRINTED NAME TITLE

DATE: 8/25/2010

Jeff Anderson
TECHNICAL-LINK SIGNATURE

Jeff Anderson
PRINTED NAME TITLE

DATE: 8/26/10

Technical-Link North America is an Equal Opportunity Employer. Technical-Link North America does not discriminate on the basis of race, color, religion, sex, national origin, age, disability or any other characteristic protected by applicable state or federal civil rights law.

EXHIBIT K

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

2067 4525 0000 0907 0702

EXHIBIT L

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Send Journal

Date : SEP-19-2016 09:07:10PM
 Name : LIC EXG
 Vol. : 0005

No.	Pat Name/Number	Start Time	Time	Mode	Pages	Result
12		07-15 06:30PM	00'32"	ECN	1	OK
13		07-15 06:31PM	00'32"	ECN	1	OK
14		07-15 06:36PM	00'36"	ECN	1	OK
15		07-25 13:10PM	00'32"	ECN	1	OK
16		09-20 09:49AM	00'31"	ECN	1	OK
17		10-09 04:04PM	00'37"	ECN	1	OK
18		10-22 05:30PM	00'26"	ECN	1	OK
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20		12-04 05:12PM	00'48"	ECN	1	OK
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22		12-17 02:56PM	04'09"	ECN	3	OK
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24		12-22 04:15PM	00'31"	ECN	1	OK
25		12-22 04:18PM	00'32"	ECN	1	OK
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27		01-12 03:16PM	00'00"	ECN	0	Stop Pressed
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31		06-15 05:20PM	01'27"	ECN	3	OK
32		04-07 09:53AM	00'30"	ECN	1	Send Error
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37		05-14 07:25AM	00'32"	ECN	1	OK
→ 38	18667094744	06-03 09:21AM	07'05"	ECN	7	Send Error
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41		07-07 01:03PM	00'55"	ECN	1	OK
→ 42	18667094744	07-09 04:45PM	02'09"	ECN	4	OK
→ 43	18667094744	07-10 07:19AM	02'44"	ECN	5	OK
→ 44	18667094744	07-20 10:55AM	01'30"	ECN	3	OK
45		07-29 07:41AM	01'05"	ECN	1	OK
46		03-24 07:18PM	00'00"	ECN	0	Stop Pressed
47		08-24 07:19PM	00'25"	ECN	1	OK
→ 48	18667094744	08-30 10:25AM	07'18"	ECN	8	OK
→ 49	18667094744	09-18 07:22AM	00'46"	ECN	1	OK
50		09-18 07:00AM	00'00"	ECN	0	Stop Pressed
51		09-18 07:00AM	00'00"	ECN	1	OK

EXHIBIT M

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

GMAC mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

09/01/10

HITOSHI INOUE

3735 COFFEY LN

SANTA ROSA CA 95403

RE: Account Number 0654401924
Property Address 3735 COFFEY LANE
SANTA ROSA CA 95403

Dear HITOSHI INOUE

Thank you for your inquiry regarding your account. We are currently processing your request and will respond in writing within 20 business days.

We apologize for any inconvenience this may cause. If you have any further questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:21

EXHIBIT N

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

09/08/10

HITOSHI INOUE

3735 COFFEY LN
SANTA ROSA CA 95403

RE: ~~Account Number~~ 0054401924
Property Address 3735 COFFEY LANE
SANTA ROSA CA 95403

Dear HITOSHI INOUE

PLEASE BE ADVISED THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Enclosed please find cashier's check number 428667159 in amount of \$15626.02. These funds
do not represent the full amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.

EXECUTIVE TRUSTEE SERVICES, LLC
1100 Virginia Drive (190-FTW-D40)
Fort Washington PA 19034
800-665-3932

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage, LLC
immediately at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

EXHIBIT O

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

THREE DAY NOTICE TO QUIT
(Code of Civil Procedure Section 1161a(b)(3))

TO: HITOSHI INOUE, and all Tenants, Subtenants, and Occupants in Possession:

ADDRESS: 3735 Coffey Lane, Santa Rosa, California 95403, Sonoma County

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that within three (3) days after service of this notice upon you, you are required to quit and deliver up the possession of the real property you occupy at the address shown above to Zyromski Konicek LLP, 645 Fourth Street, Suite 200, Santa Rosa, CA 95404, (707) 542-1393.

This notice is being given to you under the provisions of Code of Civil Procedure section 1161a(b)(3) in that the property mentioned has been duly sold in accordance with Civil Code section 2924 et seq. under a power of sale contained in a deed of trust executed by you or a person under whom you claim the right to possession of the property and the title under such sale has been duly perfected. A copy of the Trustee's Deed Upon Sale recorded September 21, 2010 is attached.

In the event that you have not vacated and relinquished possession of the property within three (3) days after service of this notice upon you, you will be subject to court proceedings in unlawful detainer for your eviction and for damages, costs, and other relief as allowed by law.

DATED: September 21, 2010



Brian Burke, Agent for
MED & G GROUP, LP

EXHIBIT P

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

DRY CREEK
REAL ESTATE

September 13, 2010

Resident
3735 Coffey Ln
Santa Rosa, CA 95403

Dear Resident,

I am a property manager hired by MED&G Group, LP, the purchaser of this property at a foreclosure sale on 9/13/2010. Please call me to make arrangements regarding your occupancy.

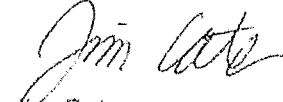
I may be able to offer you cash if you move out quickly or provide assistance in your efforts to relocate.

If you are a tenant, please do not make any further rent payments to your landlord, until you contact me.

I would like to work directly with you to resolve this matter privately, before the owner begins eviction proceedings. If they begin eviction proceedings it is unfortunately out of my control, so please call me today so that we can work together.

I look forward to hearing from you.

Sincerely,



Jim Cates
Property Manager
(707) 695-9550

PO Box 5844 | Santa Rosa | California | 95402

EXHIBIT Q

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Page 1 of 5

Recording Requested By
and
Return to:

SEE PAGE 2



GENERAL PUBLIC
09/20/2010 02:46 NTA
RECORDING FEE: \$25.00
PAID

2010079903

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

5 PGS



Document Title(s)

NOTICE OF PENDENCY OF ACTION

Page 2 of 5

ENDORSED
FILED

SEP 20 2010

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

1 Thomas P. Kelly III, SBN 230699
Thomas P. Kelly Jr., SBN 37545
2 50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
3 Telephone : 707-545-8700
Facsimile : 707-542-3371
4 Email : tomkelly@sonic.net

5 Attorneys for Plaintiffs

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA

7 COUNTY OF SONOMA

8 HITOSHI INOUE
WAKANA ANNA INOUE

Case No. SCV 248256

NOTICE OF PENDENCY OF ACTION

[C.C.P. §405 et. seq.]

9
10 Plaintiffs;

11 vs.

12 GMAC Mortgage, a Delaware
Corporation, ETS SERVICES LLC, a
13 Delaware Limited Liability Company,
MED&G Group, a California Limited
14 Partnership, FEDERAL NATIONAL
MORTGAGE ASSOCIATION; and
15 DOES 1-25;

16 Defendants,
17
18

19 NOTICE IS HEREBY GIVEN that the above action was commenced on September 20, 2010, in the
20 above Court by Hitoshi Inoue and Wakana Anna Inoue as Plaintiffs, against GMAC Mortgage, a
21 Delaware Corporation, ETS Services LLC, a Delaware Limited Liability Company, MED&G Group,
22 a California Limited Partnership, , Federal National Mortgage Association, and Does 1 through 25,
23

Thomas P. Kelly III
Thomas P. Kelly Jr.
50 Old Courthouse Square
Suite 609
Santa Rosa, CA 95404-4926
(707)545-8700

COMPLAINT

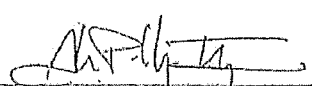
Page 3 of 5

1 inclusive, Defendants, in the action now pending in the above entitled Court.

2 The above entitled action alleges a real property claim affecting certain real property in
3 Sonoma County, California commonly known as 3735 Coffey Lane, Santa Rosa, California, 95403-
4 1616 also bearing Assessor's Parcel Number 058-032-016-000 and bearing the following legal
5 description:

6 PARCEL ONE: COMMENCING AT THE NORTHEAST CORNER OF C.A. LAWSON AS
7 RECORDED IN BOOK 1129 OF OFFICIAL RECORDS, PAGE 283, SONOMA COUNTY
8 RECORDS AND IN THE CENTER OF COFFEY LANE; THENCE ALONG SAID CENTER
9 SOUTH 1 DEG. 03' 40" EAST, 393.22 FEET TO THE TRUE POINT OF BEGINNING SOUTH 89 DEG.
10 32' 20" WEST, 20.00 FEET TO A .5" IRON PIPE; THENCE CONTINUING SOUTH 89 DEG.
11 32' 20" WEST, 203.99 FEET TO A .5" IRON PIPE; THENCE SOUTH 1 DEG. 03' 40" EAST,
12 117.00 FEET TO A 1" X 2" HUB; THENCE CONTINUING SOUTH 1 DEG. 03' 40" EAST, 10.00
13 FEET; THENCE NORTH 89 DEG. 32' 20" EAST, 203.99 FEET TO A POINT, FROM WHICH
14 POINT A .5" IRON PIPE BEARS NORTH 1 DEG. 03' 40" WEST 1 0.00 FEET; THENCE
15 CONTINUING NORTH 89 DEG. 32' 20" EAST, 20.00 FEET TO THE CENTER OF COFFEY
16 LANE; THENCE ALONG SAID CENTER NORTH 1 DEG. 03' 40" WEST, 127.00 FEET TO THE
17 POINT OF BEGINNING, SAVING AND EXCEPTING THEREFROM THAT PORTION
18 DESCRIBED IN THE DEED TO THE CITY OF SANTA ROSA, A MUNICIPAL CORPORATION
19 RECORDED SEPTEMBER 27, 1989 UNDER DOCUMENT NO. 89092235, SONOMA COUNTY
20 RECORDS, PARCEL TWO: BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS OF
21 WELLS FARGO BANK AS TRUSTEE U/A AS CONTAINED IN THE DEED DATED OCTOBER
22 7, 1966, RECORDED OCTOBER 19, 1966 UNDER RECORDER'S SERIAL NO. K 15968,
23 SONOMA COUNTY RECORDS; THENCE S 1 DEG. 03' 40" EAST ALONG THE CENTER OF
COFFEY LANE 18 FEET; THENCE S. 89 DEG. 32' 20" WEST AND PARALLEL WITH THE
SOUTH LINE OF THE AND OF WELLS FARGO BANK, ETC. 223.99 FEET; THENCE N. 1
DEG. 03' 40" WEST 16 FEET TO THE SOUTHWEST CORNER OF THE LANDS OF WELLS
FARGO BANK; THENCE N. 89 DEG. 32' 23" EAST ALONG THE SOUTH LINE OF THE
LANDS OF WELLS FARGO BANK 223.99 FEET TO THE POINT OF BEGINNING.

18 Date: SEPTEMBER 20, 2010

19 
20 Thomas P. Kelly III
21 Attorney for Plaintiff

22 \\Tomspc\c\Client Files\zz TPK\8-19-10 Lis Pendens.wpd

23
Thomas P. Kelly III
Thomas P. Kelly Jr.
50 Old Courthouse Square
Suite 609
Santa Rosa, CA 95404-4926
(707)545-8700

COMPLAINT

Page 2 of 2

Page 4 of 5

PROOF OF SERVICE

I am a citizen of the United States and employed in the County of Sonoma, California. I am over the age of eighteen years and not a party to the within cause; my business address is 50 Old Court House Square, Suite 609 Santa Rosa, California 95404. On September 20, 2010, I served the following:

Notice of Pendency of Action

on the interested parties in said cause, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

GMAC Mortgage
c/o CT Corporation System
818 West Seventh Street
Los Angeles, California
90017

Eric H. Holder, Jr.
Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, District of Columbia
20530-0001

GMAC Mortgage
c/o CSC - Lawyers Incorporating
Service
2730 Gateway Oaks Drive
Suite 100
Sacramento, California
95833

Federal National Mortgage Association
c/o Melinda L. Haag
United States Attorney
450 Golden Gate Avenue
P.O. Box 36055
San Francisco, California
94102

GMAC Mortgage
One Meridian Crossings
Suite 100
Minneapolis, Minnesota
55423

Michael J. Williams
Chief Executive Officer
Federal National Mortgage Association
3900 Wisconsin Avenue N.W.
Washington, District of Columbia
20016

ETS Services, LLC
2255 North Ontario Street
Suite 400
Burbank, California
91504

Federal National Mortgage Association
3900 Wisconsin Avenue N.W.
Washington, District of Columbia
20016

ETS Services, LLC
c/o CSC - Lawyers Incorporating
Service
2730 Gateway Oaks Drive
Suite 100
Sacramento, California
95833

MED&G LP
c/o Chris Peterson
1160 North Dutton Avenue
Suite 240
Santa Rosa, California
95401

XX (BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED - CCP §1013(a)) In a box designated for collection of mail, following ordinary business practices, at my business address;

1. I am familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service;
2. That this correspondence will be deposited with the United States Postal Service on the above date, in the ordinary course of business.

(BY OVERNIGHT MAIL SERVICE) I caused each such envelope to be delivered by overnight mail service to the addressee(s) noted above.

Page 5 of 5

1 _____ (PERSONAL SERVICE) I caused each such envelope to be delivered by hand to the
addressee(s) noted above.

2 _____ (FACSIMILE CCP §1013(e)) I caused the said document to be transmitted by Facsimile
3 machine to the number(s) indicated after the address(es) noted above. The document transmission
was reported as complete without error.

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct, and that this declaration was executed on September 20, 2010 at Santa Rosa,
California.


6
7 
8 JULIE A. HUMPHREYS
9
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EXHIBIT R

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net



P.O. BOX 2739
GRAND RAPIDS, MI 49501-2739

1-800-527-3907
FAX 1-877-452-3957

September 21, 2010

Dear Mr. Hitoshi Inoue:

I visited your home yesterday with the only intention of taking several exterior photos to support a new Home Owners insurance policy issued to a new owner of the property. In my effort to explain my presence and purpose, I intended to rap the side of the house with my knuckle, instead opening my hand and slapping the siding. This was an inappropriate action on my part and certainly did not convey my intent. I apologize for startling you and any intimidation you may have felt. I am truly sorry for the unintended disrespect.

Please be assured that I will not return to your home until the time comes that there is in fact a new owner, and that it is unoccupied by you.

If you have any questions that I can help you with, please call me at 1-800-527-3907, ext. 68859.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Joe Agost'.

Joe Agost

Foremost Insurance Company Grand Rapids, Michigan
Claims Department

EXHIBIT S

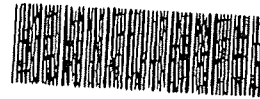
Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Page 1 of 3

RECORDING REQUESTED BY:

AND WHEN RECORDED TO:
MED&G Group, LP
PO Box 5044
Santa Rosa, CA 95402

Forward Tax Statements to
the address given above



GENERAL PUBLIC
09/21/2010 10:43 TDEED
RECORDING FEE: \$19.00
COUNTY TAX: \$268.95
CITY TAX: \$490.00
PAID

2010080367

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

3 PGS



SPACE ABOVE LINE FOR RECORDER'S USE

TS # GM-248260-C
LOAN # 0654401924 INVESTOR #: 0000000000000
TITLE ORDER # 33-80138339

TRUSTEE'S DEED UPON SALE

APN 058-032-016 TRANSFER TAX: \$268.95 COUNTY \$490.00 CITY
The Grantee Herein Was Not The Foreclosing Beneficiary.
The Amount Of The Unpaid Debt was \$244,144.83
The Amount Paid By The Grantee Was \$244,144.84
Said Property Is In The City Of SANTA ROSA, County of Sonoma

Executive Trustee Services, LLC dba ETS Services, LLC, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

MED&G Group, LP

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Sonoma, State of California, described as follows:

See exhibit "A" attached hereto and made a part hereof

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by HITOSHI INOUE as Trustor, dated 4/19/2003 of the Official Records in the office of the Recorder of Sonoma, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 5/7/2003, instrument number 2003092480 (or Book, Page) of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

[Page 1 of 2]

TRUSTEE'S DEED UPON SALE

Trustee's Deed
T.S.# GM-240260-C
Loan # 0654401924
Title: Order # 33-80138339

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 9/13/2010. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$244,144.84, in lawful money of the United States, in pro per, receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **Executive Trustee Services, LLC dba ETS Services, LLC.**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: 9/18/2010

LLC:

Executive Trustee Services, LLC dba ETS Services,

By: Kathleen Gowen
Kathleen Gowen, Limited Signing Officer

State of California) S.S.
County of Los Angeles)

On 9/18/2010 before me, **Sally Beltran**, Notary Public, personally appeared **Kathleen Gowen** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

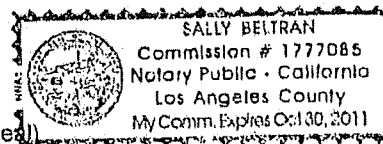
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sally Beltran
Sally Beltran

(Seal)



[Page 2 of 2]

GM-2482360

EXHIBIT "A"

Commencing at the Northeast corner of C. A. Lawson as recorded in Book 1129 of Official Records, Page 283, Sonoma County Records and in the center of Coffey Lane; thence along said center South 1 degree 03' 40" East, 393.22 feet to the true point of beginning; thence from said true point of beginning South 89 degrees 32' 20" West, 20.00 feet to a ½" iron pipe; thence continuing South 89 degrees 32' 20" West, 203.99 feet to a ½" iron pipe; thence South 1 degree 03' 40" East, 117.00 feet to a 1" X 2" hub; thence continuing South 1 degree 03' 40" East, 10.00 feet; thence North 89 degrees 32' 20" East, 203.99 feet to a point from which point a ½" iron pipe bears North 1 degree 03' 40" West 10.00 feet thence continuing North 89 degrees 32' 20" East, 20.00 feet to the center of Coffey Lane, thence along said center North 1 degree 03' 40" West, 127.00 feet to the point of beginning.

Saving and excepting therefrom that portion described in the Deed to the City of Santa Rosa, a municipal corporation recorded September 27, 1989 under Document No. 89092235, Sonoma County Records.

APN: 058-032-016-000

EXHIBIT T

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

1 THOMAS KEVIN KONICEK (SBN 110744)
2 MICHELLE V. ZYROMSKI (SBN 191606)
3 ZYROMSKI KONICEK LLP
4 Attorneys at Law
5 645 Fourth Street, Suite 200
6 Santa Rosa, California 95404
7 Telephone: (707) 542-1393
8 Facsimile: (707) 542-7697
9
10 Attorneys for Plaintiff
11 MED&G GROUP, LP

ENDORSED
FILED
SEP 28 2010
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

11 MED&G GROUP, LP,

12 Plaintiff,

13 v.

14 HITOSHI INOUE, and DOES 1-10, inclusive

15 Defendants.

CASE NO.: MCV

213082

(Limited Civil Case)

COMPLAINT - UNLAWFUL DETAINER

(Amount Demanded Does Not Exceed
\$10,000)

17 Plaintiff MED&G GROUP, LP alleges as follows:

18 1. At all times mentioned herein, Plaintiff MED&G GROUP, LP ("Plaintiff") was and
19 now is a limited partnership qualified to and doing business in the State of California, with its
20 principal place of business in Sonoma County, California.

21 2. Plaintiff is the owner of the premises located at 3735 Coffey Lane, Santa Rosa,
22 Sonoma County, California 95403 (the "Premises").

23 3. Plaintiff is informed and believes, and thereon alleges, that Defendant HITOSHI
24 INOUE ("Defendant") is a natural person and competent adult, currently residing at 3735 Coffey
25 Lane, Santa Rosa, Sonoma County, California 95403.

26 4. The true names and capacities of defendants DOES 1-10, inclusive, are unknown to
27 Plaintiff, who therefore sues said defendants by such fictitious names pursuant to Code of Civil
28 Procedure section 474. Plaintiff will seek leave of court to amend this complaint when said true

1 names and capacities have been ascertained.

2 5. At all times mentioned herein, each of the defendants, including the defendants sued
3 as DOES herein, was the agent, and/or employee of each of the remaining defendants and in doing
4 the things herein mentioned was acting within the scope of such agency and/or employment.
5 Plaintiff is further informed and believes, and thereon alleges, that each of the defendants claims
6 some type of possessory interest in and to the Premises.

7 6. Plaintiff is informed and believes, and thereon alleges, that Defendant HITOSHI
8 INOUE was the prior record owner of the Premises when said Premises were subject to a Deed of
9 Trust dated April 19, 2003 and recorded on May 7, 2003 as Document No. 2003092480 in the
10 Official Records of the County of Sonoma. Default occurred as set forth in a Notice of Default and
11 Election to Sell which was duly recorded and served.

12 7. Plaintiff is now the owner of the fee simple title of the Premises by virtue of its
13 purchase of the Premises at public auction on September 13, 2010. A copy of the Trustee's Deed
14 Upon Sale dated September 18, 2010 was recorded in the Official Records of the County of
15 Sonoma on September 21, 2010 as Document No. 2010080367. A copy of the Trustee's Deed is
16 attached as Exhibit "1".

17 8. Plaintiff has complied with all legal requirements for perfecting its title to the
18 Premises.

19 9. On September 21, 2010, Plaintiff caused to be served on Defendant and all others in
20 possession a written Three Day Notice to Quit pursuant to Code of Civil Procedure section
21 1161a(b)(3). That notice required all defendants to quit and deliver up possession of the Premises
22 no later than September 24, 2010. The notice also stated that in the event Defendants had not
23 vacated and relinquished possession within three days after service, Defendants would be subject to
24 court proceedings in unlawful detainer for their eviction and for damages, costs, and other relief as
25 allowed by law. All facts stated in the Notice are true. A copy of the Notice is attached as Exhibit
26 "2".

27 10. The Notice was served by personal service. A copy of the Proof of Service is
28 attached as Exhibit "3".

ZYROMSKI KONICEK

ATTORNEYS AT LAW

1 11. On September 24, 2010, the period stated in the Notice expired at the end of the day.

2 12. Defendants failed to comply with the requirements of the Notice by that date.

3 Defendants remain in possession of the Premises. Plaintiff is entitled to immediate possession of
4 the Premises.

5 13. Civil Code section 2924 et seq. provides for an award of attorney's fees following a
6 trustee's sale of real property.

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
8 follows:

9 1. For immediate possession of the Premises located at 3735 Coffey Lane, Santa Rosa,
10 Sonoma County, California 95403;

11 2. For reasonable attorney's fees pursuant to Civil Code section 2924 et seq.;

12 3. For costs of suit; and

13 4. For such other and further relief as the Court may deem just and proper.
14

15 Dated: September 27, 2010

ZYROMSKI KONICEK LLP

16
17 By Michelle V. Zyromski
18 MICHELLE V. ZYROMSKI
19 Attorneys for Plaintiff
20 MED & G GROUP, LP
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